

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



King County

Finance and Business Operations Division
Procurement and Contract Services Section
 Exchange Building, 8th Floor, EXC-FI-0862
 821 Second Avenue,
 Seattle, WA 98104-1598
 (206) 684-1681

PURCHASE ORDER

NO. B19801B

THIS ORDER NUMBER MUST APPEAR ON ALL
 INVOICES, PACKING SLIPS, PACKAGES, ETC.

PURCHASE ORDER DATE 10/01/07		DELIVERY DATE	BID NUMBER 1005-07	REQUISITION NUMBER U41254U
VENDOR NAME AND ADDRESS SEAPORT PETROLEUM 7800 DETROIT AVE SW SEATTLE WA 98106		VENDOR NO. 900236	BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED MARIAN HONEYSUCKLE K.C. DEPT. OF TRANSPORTATION, ER&R 155 MONROE AVE N.E., MS: RSD-TR-0155 RENTON WA 98056	

CONTACT TEL. NO. 206/971-7999	TERMS NET 30 DAYS	F.O.B. POINT DESTINATION	SHIP VIA
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ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			<p align="center">TERM SUPPLY AGREEMENT</p> <p>MOTOR OIL & LUBRICANTS</p> <p>TERMS: FURNISH RENEWABLE LUBRICANTS, BIO-TRANS HYDRAULIC TRACTOR FLUID AS REQUESTED BY AUTHORIZED KING COUNTY DOT/ER&R PERSONNEL, DURING THE PERIOD 10/01/07 THROUGH 09/30/08, IN ACCORDANCE WITH KING COUNTY IT 1005-07MXM. INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p align="center">*****</p> <p>ESTIMATED ANNUAL TOTAL NOT TO EXCEED \$23,000.00.</p> <p align="center">*****</p> <p>CONTRACT PRICE \$683.46 PER 55 GALLON DRUM</p>		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK				PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL			
		ORG. UNIT	ACCOUNT	TASK	OPTION			W.S.S.T.			
	B19801B	000005570	04165					FREIGHT			
								TOTAL			
								P.I.R.	AFF	A.A.W.	M.W.B.W.
								0605	0605		

BUYER MICHAEL MCKINLEY	NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.	PURCHASING MANAGER D. R. LEACH <i>Michael McKinley</i>
BY <i>MM</i>		BY <i>Michael McKinley</i>

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS,
 CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE
 WILL BE FURNISHED UPON REQUEST.

PURCHASING

BUC 010-1-1-H1 (Rev 7/00)

5/14/2007

The attached describes our contract requirements for obtaining BIO-BASED BIODEGRADABLE HYDRAULIC TRACTOR FLUID. This bid will replace 12726KO (B15283B) awarded to Pacific Functional Fluids, which expires August 31, 2007.

Our estimated annual contract value is \$25,000 although other agencies may use this contract. Listed below are Contractors who may be interested in submitting quotes. Please let me know if you have any questions.

<u>Contractor Name</u>	<u>Address</u>	<u>Phone #</u>
Don Small & Sons ATTN: Rick Walker	P. O. Box 626, Auburn WA 98071	800-626-3213
Nelson Petroleum ATTN: Bob Ness	1125 80 th St. SW, Everett WA 98203	800-286-1593
Pacific Functional Fluids ATTN: Roberta Fearn	P. O. Box 1296, Tacoma WA 98401	253-284-4302
Steelco Northwest Distributors ATTN: Will DeRuyter	5709 East Palouse Highway Valleyford WA 99036	509-443-0199

Please include the Price Revisions (For Goods and Services) section as follows:

The prices shall remain firm for at least one (1) year after the bid award. Thereafter prices may be changed as follows: All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price change.

In the event of a price increase at the manufacturer's level during the contract period, the Contractor may request a price change not to exceed the exact amount of the manufacturer's price increase. The request shall include adequate documentation and/or a copy of their supplier's price change notice. The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

If price increases are approved by the County and allowed, they shall take effect at the time of contract extension and remain in effect for the subsequent contract extension period.

Please add to the Warranty, and Product Return sections in part 1 of Procurement's template as follows:

Warranty [4.8]

The bidder shall provide, upon request by the County, their standard warranty or guarantees and documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by their suppliers, distributors and sub-contractors covering parts, component, sub-components and systems procured through this contract. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder's/manufacturer's standard warranty if more beneficial to the County.

Product Return [4.11]

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies at current fair market value, which are determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. Contractor shall be responsible for pickup of products declared surplus. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than 2 years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies.

RESTOCKING FEES ARE NOT ACCEPTABLE ON THIS CONTRACT, PLEASE DELETE: "The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies."

Please replace, "The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County."

with . . .

The Contractor shall, at the County's option, i) issue a credit within five (5) business days of receiving an item, for the dollar value of the merchandise returned or refund that dollar amount (less

any applicable restocking fee) to King County; ii) Item replacement: Contractor shall provide the replacement item within the time established in the "Delivery" portion of the Invitation to Bid, or iii) Reimbursement check: Contractor shall issue a reimbursement check within twenty (20) business days.

This subsection does not apply to any merchandise made to order for the County.

SECTION 5 – TECHNICAL SPECIFICATIONS

5-1 INTRODUCTION OF SPECIFICATIONS

It is the intent of these specifications to describe the minimum acceptable performance standards for obtaining **Bio-Based Biodegradable Hydraulic Tractor Fluid**. The specifications are not intended to limit competition, but to ensure that only quality products are received. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

Description:

Hydraulic Tractor Fluid or approved equal is a readily biodegradable and non-hazardous ISO 40 grade hydraulic tractor oil for use in general purpose hydraulic systems. This oil must be a direct replacement for petroleum oil based hydraulic tractor fluids. Oil must meet or exceed the requirements of petroleum oil based hydraulic fluids and have excellent anti-wear characteristics.

- A. Products supplied to King County shall be rated as Commercial and/or Industrial Grade.
- B. Contractors need to bid their nationally known, first line, premium quality products.
- C. All products shall be API certified and the vendor shall furnish documentation of the certification upon request. Products must meet the performance and warranty requirements of the manufacturers listed in the specifications.
- D. Technical Requirements

Meets or Exceeds Spec.

General:

- 1. Must be readily biodegradable & non-toxic ISO 40 (J-20-C) Grade tractor oil for use in heavy-duty brake, transmission and hydraulic systems.
- 2. Must be based on natural ester technology and a direct replacement for petroleum oil based tractor fluids.
- 3. Must exceed the requirements of petroleum oil based tractor fluids and have excellent anti-wear characteristics.
- 4. Must meet John Deere, Caterpillar, Vickers, Denison and Military specifications.

Physical Properties:

- 1. Flash Point ASTM D-92 220° C
- 2. Specific Gravity, 60 ° F ASTM D-1298 0.90
- 3. Viscosity @ 40° C, cst. ASTM D-445 46
- 4. Viscosity @ 100° C, cst. ASTM D-445 10.1
- 5. Viscosity Index ASTM D-2270 >200

6. Pour Point ASTM D-97 -36° C

7. Brookfield Viscosity @ -35° C, cPs ASTM D-2983 11,500

Equipment Requirements:

1. John Deere

2. New Holland

3. Case Corp. (Case I.H.)

4. AGCO Massey-Ferguson

5. Fiat

6. Kubota

7. Transmissions/Wetbrakes MIL-L-2105C

8. Caterpillar TO-2

Gear Performance:

1. GL-4 Requirements

Hydraulic Applications:

1. Vickers

2. Rexroth

3. Denison

4. Sauer-Sundstrand

5. Commercial Intertech

6. White

Friction:

1. Ford, Brake Noise and Capacity, Ford 6610

2. John Deere, Power Shift Transmission, JDQ94

Antiwear:

1. Ford 3000

2. Final Drive - High Torque

3. John Deere JDQ95

4. Spiral Bevel - High Torque

5. FZG

6. Low Speed High Torque

Thermal/Oxidation Stability:

1. John Deere JDQ16

2. Allison C4

Seal Compatibility:

1. Ford M2C134D

a. ATRR 100 Nitrile

2. John Deere JDQ9

a. BUNAN

3. Allison

a. Polyacrylate

b. Silicone

c. Viton

Corrosion and Water Sensitivity:

1. Rust Protection, hours ASTM D1748 >100

2. Copper Corrosion ASTM D130 1a

3. Water Sensitivity Solids, %Additive Loss 0.0
(0.5% Volume H2O)

Biodegradability and Ecotoxicity:

1. CEC L33A93 80-90%

2. WGK Rating* 1

*Rating: 0=least harmful
 3=most harmful

5-2 GENERAL

- A. This bid is for items necessary to complete in-progress repairs, where time is the crucial element. The majority of equipment that uses this product is Road Services vehicles; therefore it is imperative that these items be obtained as rapidly as possible.
- B. Each County Department and/or agency shall be assigned a unique customer number to ensure billing address accuracy and to be used in identifying each sale. Invoices and packing slips shall include the name of the person who placed the order, their phone number, **their order number**, the unit price, sales tax and other pre-approved charges, if any. If this information does not accompany the delivery, the Contractor shall fax or email such information within 24 hours.
- C. Contractor shall ensure that their staff be responsive to County questions or concerns on invoicing discrepancies. Any invoices in dispute shall not be subject to late fees.
- D. During the term of this contract, the prices charged to the County shall not exceed the prices charged by the Contractor to any other customer purchasing the product in like or similar quantities and under similar terms and conditions. Should the Contractor enter into a pricing agreement with another customer providing greater benefits or lower pricing, the Contractor shall immediately amend the County contract to provide similar pricing to the County provided the contract with other customers offer similar usage quantities and similar conditions impacting pricing.
- E. The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered.
- F. The quantities listed may be purchased throughout the initial contract term on an as needed basis. This is not a one-time purchase or authorization to order.
- G. There shall be no shipping or freight charges on any order. Minimum quantity or truck load delivery requirements shall not be accepted under this contract.
- H. Pallet charges, if any, shall be included in the bid price and no separate charges shall be permitted. Pallets may be returned to the Contractor upon request, provided they schedule ahead and arrange for pickup.
- I. Drum deposits, if any, shall be included in the bid price and no separate charges will be permitted. Empty drums shall be picked up when full drums are delivered or the Contractor can schedule ahead and arrange for pickup at another time.

5-3 CONTRACTOR QUALIFICATIONS

Contractor shall be currently supplying the items defined in this bid and be a wholesale stocking distributor, or manufacturer of the products listed with sufficient facilities, personnel and equipment to perform all requirements, terms and conditions of this Invitation to Bid, in the event of award.

5-4 PRODUCTS CONTAINING HAZARDOUS CHEMICALS

NO products shall contain any known or suspected carcinogen unless the County and the Contractor mutually agree that no practicable alternative exists. The Contractor shall also provide an MSDS to any King County agency upon request.

5-5 CATALOGS AND PRICE LISTS

Upon request the Contractor shall furnish all necessary catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost. Contractor shall have a maximum of two weeks after request to supply the price list specified. Price lists can be in hard copy, disk or electronic format.

5-6 OFFERS OF GIFTS OR GRATUITIES TO COUNTY EMPLOYEES

Pursuant to King County Code Chapter 3.04, the Employee Code of Ethics, a County employee is prohibited from soliciting or accepting gifts or things of value from anyone who does business with, or seeks to do business with, that employee's agency. Gifts and things of value may include meals and refreshments, transportation, discounts, tickets and promotional items from vendors, consultants or contractors. County employees are required to decline such offers. Contractors are requested to refrain from making any offers or sending items that are, or may be construed as, in violation of the Employee Code of Ethics.

5-7 CUSTOMER SATISFACTION GUARANTEE

Contractor agrees that all products purchased under this contract be covered by a 100% customer satisfaction guarantee. All parts or products not meeting the form, fit, and/or function requirements for the legal purposes of the purchaser will be returned and a full refund given, including return shipping charges.

5-8 QUALITY CONTROL

Contractor shall maintain company-wide quality control assurance and improvement program. Contractor shall provide proof of their quality control or initiative program upon request.

5-9 APPROVED EQUALS

The brand names listed indicate the standard of quality required. All items must be of high quality, the industrial grade. Brands of equal or better quality, performance and use will be considered provided the Contractor specifies the brand, model or other data for comparison with their bid. Contractors shall specify the brand and part number of the product they are offering in the space next to each item.

5-10 SAMPLES

If requested, samples shall be provided at no charge to King County. The Bidder shall have **two weeks**, after request, to provide samples. King County shall be the sole judge in determining sample quality. The samples shall be retained and used to establish minimum quality standard.

SECTION 6 – BID RESPONSE

6-1 SERVICE EXPECTATION

The Contractor shall be required to maintain sufficient stock to ensure prompt receipt of the items ordered. The contract involves products which are necessary to perform critical King County services. Any delay in order receipt could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.

Contractor's employees shall be knowledgeable in the products listed. The Contractor shall assist purchasers in making cost effective purchases. Assistance includes but is not limited to suggesting new products and/or methods, economic order quantities and less costly substitutes of equal quality.

The Contractor shall be currently operating out of a commercial facility which is open and accessible to County personnel, without prior notice, during normal* business hours. *(The facility shall be open a minimum of eight (8) consecutive hours, anytime between 7:00AM and 6:00PM.)

State hours and days of operation:

Hours: _____ a.m. to _____ p.m. Days: _____ to _____

The Contractor shall be currently supporting and maintaining an inventory of the items defined in this bid. The County reserves the right to inspect any potential Contractor's equipment, inventories, personnel or location(s). A site visit may be made prior to awarding bid to determine if a Contractor is capable of performing within the terms of the contract. Bid responses shall include a physical address for this reason.

Street Address of Contractor's Facility:

6-2 TELEPHONE CONTACT (TOLL FREE)

The Contractor shall provide a contact name and a direct telephone number. If the Contractor is located out of King County's local calling area, a toll free telephone number shall be provided and maintained throughout the contract term. Under no circumstances shall County staff be kept on hold longer than three (3) minutes. Electronic voice mail is not acceptable as an answering service.

Name of contact person

Local/Toll Free telephone number

6-3 CONTRACTOR STATEMENT OF CONFORMANCE

"The products we are offering meet or exceed the specifications and requirements given unless otherwise noted."

Signature of authorized company representative

Date

6-4 RULES OF PRICE EVALUATION

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

6-5 DELIVERY

Delivery is required within THREE (3) DAYS AFTER RECEIPT OF ORDER to be responsive.

Guaranteed Delivery _____

A. In the event of an emergency requirement, the Contractor shall deliver the items listed within one (1) day after receipt of order.

B. Bid prices shall include delivery or shipping (F.O.B. Destination) to the address(es) stated below:

King County Department of Transportation
Fleet Administration Stores
Building "H"
155 Monroe Ave. N.E.
Renton, WA 98056

C. Deliveries to Fleet Stores in Renton, Washington shall be made during the standard delivery hours, 8:00 A.M. to 2:00 P.M., Monday through Friday, unless otherwise instructed.

D. Please state discount offered, if any, when order is picked up at the Contractor facility.

_____ % Pickup Discount Offered

6-6 PROMPT PAYMENT DISCOUNT

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a **minimum of 20 days for payment**. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

A. The date printed on the invoice is more than three days earlier than the invoice receipt date;

B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;

C. An invoice is received prior to receiving goods ordered.

Prompt payment discount offered _____ % - _____ Days, Net _____

6-7 PRICING

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Provide pricing for the following items based on the estimated annual usage quantities. The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated. To ensure equivalence, the base price for this bid shall be the current Manufacturer's Suggested List Price (MSLP). Using that as a basis, fill in the MSLP, the Discount Percentage (if any) you are offering

and the Unit Price. Extend the total by multiplying the Estimated Annual Usage quantity times the Unit Price for each of the products listed. The following is a representative list of the items to be purchased. Other sizes and types of these products may also be purchased under this contract. The discount percentage offered for the items listed shall be consistent for all related items purchased under this contract. **(Bids will be deemed non-responsive if you fail to complete all the fields listed below. If no discount from list price is offered, enter 0% in the appropriate space. The prompt payment discount offered is separate from the list discount offered below.)**

Item No.	Est. Annual Usage	Description	List Price	% Disc	Unit Price	Total Price
1	84 drums	Hydraulic Tractor Fluid, Bio-Based, Biodegradable, 55 Gallon drums Terresolve Envirologic 700 or approved equal.	\$	%	\$	\$
State Brand and Part # Offered:						
				BID TOTAL	\$	

6-8 REFERENCES

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response.

References must be submitted with bid.

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____